

REQUEST FOR PROPOSALS

FOR

Design-Build Services For Renovations to Building 502

Issued by the
FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Date Issued: March 29, 2012

Responses due by 12:00 P.M. EST on April 27, 2012

MANDATORY SITE VISIT

**To be held on April 5, 2012 at 9:00 A.M.
Building 502 Fort Monmouth**

MANDATORY PRE-PROPOSAL CONFERENCE

**To be held on April 9, 2012 at 1:30 P.M.
FMERA Offices
2-12 Corbett Way
Eatontown, NJ 07724**

REQUEST FOR PROPOSALS FOR DESIGN-BUILD SERVICES FOR RENOVATIONS TO BUILDING 502

1.0 PURPOSE AND INTENT

The Fort Monmouth Economic Revitalization Authority (the “Authority”), by means of this Request for Qualifications/Proposals (the “RFP”) is soliciting Technical Proposals, and Cost Proposals from qualified design-build firms interested in performing design-build services to retrofit and convert the Library (Building #502-Use Group A-3) to professional administrative space (Use Group B) on Fort Monmouth property. The project will be contracted to a single entity known as the design-build contractor for all services described within this RFP. The Fort Monmouth property is currently owned by the Federal Government and spans two distinct areas known as the Charles Wood Area (CWA) and Main Post (MP). The Library (Building #502) is located on the Main Post (MP) within the Borough of Oceanport. The Authority will select one firm to provide these services.

1.1 ADDITIONAL SERVICES

The firm awarded the contract to provide the services subject to this RFP may also be retained by the Authority, on a sole source basis, to provide additional or supplemental services relative to other seen, unforeseen or unanticipated portions of the project within the building in question or outside the building in question to meet the Authority’s needs. It is understood that the successful firm may be retained by the Authority if, in the sole discretion of the Authority, it is determined that services for additional, supplemental or related services are required and that such procurement is in the best interest of the Authority. It is further understood that the Authority must find the successful firm’s services to be acceptable and satisfactory in order to be considered a candidate by the Authority to be retained on a sole source basis to provide additional, supplemental or related services relative to the Project. It is further understood that the Authority is under no obligation to solicit a proposal and/or retain the successful firm on a sole source basis to provide any such additional services. A negotiated fixed percentage multiplier or a negotiated fixed/lump sum price will apply to such additional design services if, in the sole discretion of the Authority, it is determined to be in its best interest. The Contract Documents will be amended and appended as required should the Authority procure such additional services. Current prevailing wages at the time of construction shall apply for all onsite construction trade work.

2.0 BACKGROUND

The Authority offices at 2-12 Corbett Way Eatontown are currently leased. As the Local Redevelopment Authority (LRA), FMERA is entitled to free use of surplus Fort Monmouth facilities. The Authority office must be available to the general public and could not be located

on Fort Monmouth as long as the Army had and active mission there. Now that the Fort has been closed, the general public can have access to the Fort property. The Authority has decided to relocate its office to Building 502, the former Post Library, on Fort Monmouth. In order to accommodate the Authority offices, the building must be refitted and converted from its former use as a library to professional administrative space. In addition, many of the building systems will require updating and/or replacement. The Authority would like to be moved into this building no later than September 30, 2012.

3.0 SCOPE OF SERVICES

The Scope of Services to be provided by the design-build firm selected is attached hereto as ATTACHMENT #1.

4.0 MANDATORY PRE-PROPOSAL CONFERENCE AND ONSITE VISIT

A **Mandatory Pre-Proposal Onsite Visit** will be held between the hours of 9:00 A.M. and 3:00 P.M. on **April 5, 2012**, at Building 502, Fort Monmouth. **Attendance at the Mandatory Pre-Proposal Onsite Visit is required in order to submit a Proposal** . Pre-registration of your firm's attendance is required. For pre-registration, please contact Regina McGrade rmcgrade@njeda.com or 732.720.6350. No one will be admitted to the Fort Property without being pre-registered. Entry will be via the Main Gate on Oceanport Avenue. Directions will be provided when registering. Due to space limitations, please limit attendance of your firm's representatives at the Mandatory Pre-Proposal Conference to **no more than five (5) persons in one vehicle**.

A **Mandatory Pre-Proposal Conference** will be held at **1:30 P.M.** on **April 9, 2012**, at the **FMERA Offices, 2-12 Corbett Way, Eatontown, NJ 07724**. **Attendance at the Mandatory Pre-Proposal Conference is required in order to submit a Proposal** . Pre-registration of your firm's attendance is requested, but not mandatory. For pre-registration, please contact Regina McGrade rmcgrade@njeda.com or 732.720.6350. Due to space limitations, please limit attendance of your firm's representatives at the Mandatory Pre-Proposal Conference to **no more than two (2) persons**.

5.0 PROPOSAL SUBMISSION

Six (6) copies of the Proposal (one (1) unbound, original; four (4) bound copies; one (1) copy in PDF format on a CD) must be submitted marked "**Design-Build Services For Renovations to Building 502** " and addressed to:

Bruce Steadman
Executive Director
Fort Monmouth Economic Revitalization Authority
2-12 Corbett Way
Eatontown, New Jersey 07724

Proposals must be received by April 27, 2012 at 12:00 p.m. Eastern Daylight Time, at which time proposals will be publically opened and announced.

No faxed or email Proposals will be accepted. Proposals received after the time and date listed above will not be considered.

The Authority reserves the right to hold oral interviews with any or all of the firms submitting Proposals. The Authority expects to hold oral interviews, if any, on or about May 10, 2012. If held, each firm being requested to attend oral interviews will be notified by the Authority on or about May 8, 2012.

The Authority will not be responsible for any expenses in the preparation and/or presentation of the Proposals and oral interviews, if any, for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.

The Authority reserves the right to request additional information if necessary, or to request an interview with firm(s), or to reject any and all Proposals with or without cause, and, in its sole discretion, waive any irregularities or informalities, such as minor elements of non-compliance with regard to the requirements of this RFP, in the Proposals submitted. The Authority further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting Proposals. In the event that all Proposals are rejected, the Authority reserves the right to re-solicit Proposals.

Responding firms may withdraw their Proposals at any time prior to the final filing date and time, as indicated on the cover page to this RFP, by written notification signed by an authorized agent of the firm(s). Proposals may thereafter be resubmitted, but only up to the final filing date and time.

The responding firm assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after the Proposals are opened because of a firm's failure to be knowledgeable about all requirements of this RFP. By submitting a Proposal in response to this RFP, the firm represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

Documents and information submitted in response to this RFP shall become property of the Authority and generally shall be available to the general public as required by applicable law, including the New Jersey Open Public Meetings Act and the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

Communications with representatives of the Authority by your firm or your firm's representatives concerning this RFP are **NOT** permitted during the term of the submission and evaluation process (except as set forth above in Sections .0 and 5.0, and as set forth in Section 6.0 below). Communications regarding this RFP in any manner (except as set forth above in Sections 4.0 and 5.0 and as set forth in Section 6.0 below) **will result in the immediate rejection** of your firm's Proposal .

6.0 QUESTIONS AND ANSWERS

Firms will be permitted to ask questions regarding any aspect of this RFP at the Mandatory Pre-Proposal Conference. The Authority will also accept questions from firms regarding any aspect of this RFP via e-mail only until 5:00 p.m. Eastern Daylight Time on April 11, 2012. Questions should be directed via e-mail to:

rharrison@njeda.com

All answers to questions posed will be posted on the Authority website at www.fortmonmouthredevelopment.com and/or through an addendum (if any) to this RFP made available to all potential bidders at the Authority website.

7.0 SUBCONTRACTING

The Authority encourages each firm responding to this RFP that to the extent that there are opportunities for such firm to subcontract services under this procurement, the firm will make good faith efforts to subcontract work to qualified small businesses in accordance with the Set Aside Contracting and Subcontracting Program, N.J.A.C. 17:13-4 et seq., Executive Order No. 71 (McGreevey 2003), and Executive Order 151 (Corzine 2009).

The firm must identify any and all subconsultants in its Proposal. Regardless if whether a firm uses a qualified small business subconsultant or a subconsultant that is not a qualified small business, the firm must use the subconsultant identified in the firm's Proposal to perform the services required, unless the firm requests the approval from the Authority for the substitution of a subconsultant who can also provide the services required, with such approval of the Authority to be in the Authority's sole decision.

8.0 THE PROPOSAL

The Proposal to be submitted by your firm consists of the Technical Proposal and the Cost Proposal. Additionally, the requested supporting documents listed in Section 9.0 below must be included with the Proposal.

9.0 INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL

The bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Services attached hereto as Attachment #1. The Technical Proposal must consist of the following:

- A. Cover Letter
- B. References
- C. Description of Firm's Prior Experience
- D. Management Overview and Approach

- E. Organization Chart
- F. Key Team Member List
- G. Resumes of Key Team Members
- H. Public Works Registration Requirement

All of the above items must be addressed in the submission in the same order as stated above. Each firm's Proposal will be evaluated based upon the Evaluation Criteria enumerated in Section 12 below. Proposals should be submitted on 8 ½ by 11 inch pages.

All firms wishing to respond to this RFP must attend the Mandatory Pre-Proposal Conference at the time and place as described on the cover page to this RFP and in Section 4.0 above.

A more detailed description of the items required in the Proposal follows:

9.1.A Cover Letter

The bidder must include a cover letter which indicates the full name and address of the firm and the branch office location (if any) that will perform the services described in this RFP. The bidder must indicate the name and contact information for the individual who will be the senior contact person for the responding firm for this engagement. The bidder must also indicate whether the firm is operating as an individual proprietorship, partnership, corporation or a joint venture. The cover letter should also indicate the state of incorporation of the bidder and list all licenses obtained by the firm enabling it to operate. The cover letter must also include identification of any and all subconsultants of the bidder.

9.1.B References

The bidder must provide at least three (3) client references applicable to the scope of services, with contact names, telephone numbers and e-mail addresses.

9.1.C Description of Firm's Prior Experience

Through a response to the specific requests below, the respondent should clearly state its skills and experience in a manner that demonstrates its capability to complete the Scope of Services as attached hereto as ATTACHMENT #1. If applicable, please highlight projects in which members of your proposed project team have worked together. Please indicate for each project which you list, the scope of the project and the location of the project.

Please provide a description of experience within the past ten (10) years related to:

1. A description of no more than five (5) projects completed within the past ten (10) years which illustrate the experience of the design-build team on the same project(s) (projects do not need to be design-build).

2. A description of at least five (5) projects completed within the past five (5) years which illustrate the experience of the General Contractor and/or the Design Consultant on prior or current design-build projects.
3. A description of no more than five (5) projects completed within the past five (5) years which illustrate the experience of the General Contractor on projects similar to the proposed project.
5. A description of no more than five (5) projects completed within the past five (5) years which illustrate the experience of the Design Consultant on projects similar to the proposed project.

9.1.D Management Overview and Approach

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the Authority that the bidder understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince the Authority that the bidder's general approach and plans to undertake and complete the engagement are appropriate to the tasks and subtasks involved.

The responding firm shall also set forth a detailed work plan indicating how each task in the Scope of Services (attached hereto as ATTACHMENT #1) will be accomplished. The responding firm shall also include a schedule which graphically depicts the milestone and benchmark dates for performing each task, for providing reports and presentations and the final recommendations.

Mere reiterations of the tasks and subtasks set forth in the Scope of Services are strongly discouraged, as they do not provide insight into the bidder's ability to complete the engagement. The bidder's response to this section should be designed to convince the Authority that the bidder's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable and appropriate and that the bidder's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

9.1.E Organization Chart

The organization chart must include all Key Team members, their labor category and titles for this engagement and the firm they represent. In the event the respondent firm is a "joint venture," the respondent firm must indicate from which participating firm each Key Team Member originates. For the purposes of this engagement, a "Key Team Member" is a principal, partner or officer of the firm, or a project executive, project manager, senior principal, studio head or job captain identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.

If the responding firm is a "joint venture", there must be included a clear statement of responsibility associated with each member and/or entity of the joint venture.

9.1.F Key Team Member List

The responding firm must list each Key Team Member and the percentage of time each Key Team Member will spend on this engagement, based upon a forty (40) hour work week.

9.1.G Resumes of Key Team Members

A resume of each Key Team Member must be included. Proof of current N.J. Professional licenses and certifications shall be included for personnel who will be directly supervising the work or performing the work independently.

9.1.H Public Works Registration Requirement

In order to be an eligible bidder, the contractor and any subcontractors identified in the proposal, must be registered to perform work on public works projects pursuant to N.J.S.A. 34.11-56.50 et seq.

9.2 INSTRUCTIONS FOR SUBMITTING A COST PROPOSAL

The bidder shall provide a completed and signed fee schedule. The schedule includes the fixed quote price listed in the Scope of Services (attached hereto as Attachment #1) Please use the Fee Schedule Forms attached hereto as Attachment #6 to present your firm's proposed fees for this engagement. If a Fee Schedule does not contain a specific category applicable to your firm's proposed fees, please append such additional information to the Fee Schedule Form.

The information provided will be taken into consideration as part of the selection process. Failure to submit all information required shall result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through the selection process and the appointment of the Consultant by the Authority.

10.0 CONFIDENTIALITY AGREEMENT

The selected firm will be required to enter into a confidentiality agreement with the Authority, the form of which will be provided to the selected firm at the conclusion of the selection process. The executed confidentiality agreement must be returned to the Authority prior to the commencement of performance by the selected firm and all subconsultants. The form of the confidentiality agreement is not subject to negotiation and no proposed comments or revisions will be entertained by the Authority.

11.0 STANDARD TERMS AND CONDITIONS & REQUIRED INSURANCE

By submitting its Proposal, the firm agrees that if selected, it shall be bound by the Standard Terms and Conditions, attached hereto as ATTACHMENT #5 and that the firm will comply with the required insurance requirements as set forth in the Standard Terms and Conditions, attached hereto as ATTACHMENT #5.

Note: Required insurance coverages/policies to be held by the selected firm are set forth in the Standard Terms and Conditions.

12.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

1. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE - Public Law 2001, chapter 134; Public Law 2004, chapter 57; and Public Law 2009, chapter 315:

Each entity responding to this RFP must be registered with the New Jersey Department of Taxation – Division of Revenue and obtain a “*Business Registration Certificate*” (“*BRC*”), prior to entering into a contract with the Authority. All New Jersey and out-of-State business organizations must obtain a “*BRC*”, prior to conducting business with the Authority. Proposers and any joint venture partners submitting a proposal are strongly encouraged to submit their *BRC(s)*, as well as the *BRC* for any named subcontractors with the proposal. The successful Proposer is required to ensure that it, each joint venture partner and all subcontractors possess a valid *BRC* throughout the term of the contract and any extensions thereto.

No Authority can award a contract unless a valid *BRC* is obtained for each entity, as required by law. In the event the Proposer, joint venture partners and / or any named subcontractors are unable to provide evidence of possessing a valid *BRC* prior to the award of a contract; the proposal may be deemed materially non-responsive

During the term of the contract and any extensions thereto, and prior to performing any work against said contract, the successful Proposer must obtain and submit to the Authority, proof of a valid *BRC* registration for any subcontractor who will perform work against the resulting contract. Upon notification from the Authority of intent to award a contract, the successful Proposer must provide written notice to all its intended subcontractors, if applicable, that they are required to submit a copy of their *BRC* to the Contractor. The Contractor shall maintain and submit to the Authority a list of subcontractors and their current addresses, updated as necessary, during the course of the contract performance. No subcontract shall be entered into with a subcontractor for work under this contract, unless the subcontractor first provides to the Contractor, proof of the subcontractor’s valid *BRC* registration.

The business registration form (Form NJ-REG) can be found online at

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

Proposers may go to www.nj.gov/njbgs to register with the Division of Revenue or to obtain a copy of an existing *BRC*.

INDIVIDUALS, who may be responding to this RFP, or who may perform work against the contract as a subcontractor must also possess a valid *BRC*. The individual must complete and sign form “NJ-REG-A” (Rev 12/06) and submit it to the Department of Treasury. Evidence of registration with the Department of Treasury – Client Registration Bureau should be submitted with the bid proposal.

The “NJ-REG-A” form may be found at the Department of Treasury’s website:

<http://www.state.nj.us/treasury/revenue/pdfforms/reg-a.pdf>

The contractor and any subcontractor / subconsultant providing goods or performing services under this contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “*Sales and Use Tax Act*”, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

2. Chapter 51, Executive Order No. 117 and Executive Order No. 7. In order to safeguard the integrity of State government, including the Authority, procurement by imposing restrictions to insulate the negotiation and award of State and Authority contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted P.L. 2005, c. 51 (codified at N.J.S.A. 19:44A-20.13 – 25)(“Chapter 51”), on March 22, 2005, effective retroactive October 15, 2004, superseding the terms of Executive Order No. 134. In addition, on September 24, 2008, Governor Corzine issued Executive Order No. 117, effective on November 15, 2008 (“EO 117”) setting forth additional limitations on the ability of Executive Branch agencies to contract with consultants who have made or solicited certain contributions. Governor Christie issued Executive Order No. 7 on January 20, 2010 (“EO 7”), and effective the same day, setting forth additional limitations on the ability of Executive Branch agencies to contract with consultants who have made or solicited certain contributions. Pursuant to the requirements of Chapter 51, EO 117, and EO 7 the terms and conditions set forth in this section are material terms of this engagement:

I. Definitions:

For the purpose of this section, the following shall be defined as follows:

(a) Contribution B means a contribution reportable as a recipient under AThe New Jersey Campaign Contributions and Expenditures Reporting Act.@ P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

(b) Business Entity B means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes:

(i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate and for a for profit entity, the following:

- (1) in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of the corporation;
 - (2) in the case of a general partnership: the partnership and any partner;
 - (3) in the case of a limited partnership: the limited partnership and any partner;
 - (4) in the case of a professional corporation: the professional corporation and any shareholder or officer;
 - (5) in the case of a limited liability company: the limited liability company and any member;
 - (6) in the case of a limited liability partnership: the limited liability partnership and any partner;
 - (7) in the case of a sole proprietorship: the proprietor; and
 - (8) in the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;
- (ii) any subsidiaries directly or indirectly controlled by the business entity;
 - (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and
 - (iv) if a business entity is a natural person, that person's spouse or civil union partner, or child residing in the same household provided, however, that, unless a contribution made by such spouse, civil union partner, or child is to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of Chapter 51.
 - (v) any labor union, labor organization, and any political committee formed by a labor union or labor organization if one of the purposes of the political committee is to make political contributions.

II. Breach of Terms of Chapter 51, EO 117 and EO 7 is a breach of this engagement:

It shall be a breach of the terms of this engagement for the Business Entity to do any of the following:

- (a) make or solicit a contribution in violation of the Chapter 51, EO 117 and EO 7;
- (b) knowingly conceal or misrepresent a contribution given or received;
- (c) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (d) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;
- (e) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51, EO 117 and EO 7;
- (f) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (g) engage in any exchange of contributions to circumvent the intent of the Chapter 51, EO 117 or EO 7; or
- (h) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51, EO 117 and EO 7.

III. Certification and disclosure requirements:

- (a) The State or the Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county political party, or to a legislative leadership or municipal political party, committee during certain specified time periods.
- (b) Prior to entering any contract with any Business Entity, the Business Entity proposed as the Consultant under the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. ' 527 of the Internal Revenue Code that also meets the definition of a Acontinuing political

committee@ within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions for completion and submission to the Authority at the time of submission of a proposal in response to the RFP are available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

(c) Further, the Consultant is required, on a continuing basis, to report any contributions and solicitations Consultant makes during the term of the contract, and any extension(s) thereof, at the time any such contribution or solicitation is made.

(d) Consultant's failure to submit the required forms shall be cause for rejection of the Consultant's proposal in response to the RFP. The State Treasurer or his designee shall review the Disclosures submitted by the Consultant pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended Consultant, prior to award, or during the term of the retention agreement. If the State Treasurer determines that any contribution or action by the Consultant violated Chapter 51 or EO 117 the State Treasurer shall disqualify the Consultant from award of such contract. If the State Treasurer or his designees determines that any contribution or action constitutes a breach of contract that poses a conflict of interest, pursuant to Chapter 51 and EO 117, the State Treasurer shall disqualify the Consultant from award of such contract.

Please refer to ATTACHMENT #3 for copies of the Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form and instructions. Failure to submit the attached Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form shall be cause for rejection of your firm's proposal. The firm selected to provide services to the Authority as the Consultant of Record shall maintain compliance with Chapter 51, EO 117 and EO 7 during the term of their engagement.

3. Ownership Disclosure. The Ownership Disclosure addresses the requirements of N.J.S.A. 52:25-24.2, and for any contract it must be completed and submitted with the proposal. The contract is not completed unless and until the Ownership Disclosure is properly completed and accepted. The form can be downloaded from the Department of the Treasury website under the heading Vendor Forms: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>. A copy of the Ownership Disclosure Form is attached hereto as ATTACHMENT #3

4. Chapter 92. Pursuant to Public Law 2005, Chapter 92 ("Chapter 92), please identify the location by country where the services will be performed. Pursuant to Chapter 92, all services performed by firms selected pursuant to this RFP shall be performed within the United States of America.

5. Affirmative Action Supplement with Affirmative Action Employee Information Report. Affirmative Action Supplement with Affirmative Action Employee Information Report

addresses the requirements of N.J.S.A. 10:5-31 to -34 and N.J.A.C. 17:27.3.1 et seq., and for any contract must be completed and submitted with the proposal. The contract is not completed unless and until the form is properly completed and accepted. The forms can be downloaded from the Department of the Treasury website under the heading Vendor Forms: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>. A copy of the Affirmative Action Supplement with Affirmative Action Employee Information Report is attached hereto as ATTACHMENT #4.

6. Prevailing Wage Requirement Contractor and any subcontractor hired to perform work under this contract shall comply with Prevailing Wage requirements set forth in N.J.S.A. 52: 27I-31.**13.0 SELECTION PROCESS**

13.1 All Proposals will be reviewed to determine responsiveness. Non-responsive Proposals will be rejected without evaluation. Responsive Proposals will be evaluated by an evaluation committee pursuant to the criteria specified below. The Authority reserves the right to request clarifying information subsequent to submission of the Proposals, if necessary.

13.2 An evaluation committee will review and score each Proposal pursuant to the evaluation criteria specified below in Section 13.3.

13.3 The criteria used to evaluate each firm's Proposal will include, but not be limited to expertise, capacity, experience and personnel and will include the following evaluation criteria categories (not listed in order of significance):

- (1) Fee proposal;
- (2) Bidder's experience with design-build projects
- (3) Bidder's experience with design-build projects of a similar size and scope;
- (4) Bidder's experience with design-build projects in New Jersey and/or for State Authorities
- (5) Bidder's general overview and approach in meeting the requirements of this RFP;
- (6) Bidder's Design approach
- (7) Bidder's detailed approach and plans to perform the services required by the Scope of Services set forth in this RFP as ATTACHMENT #1;
- (8) Bidder's proposed project and design features
- (9) Qualifications and experience of Key Team Members/subconsultants assembled for projects of similar size, scope and complexity to complete the scope of services as described in this RFP;
- (10) Overall quality of response to RFP; and
- (11) Quality of oral interview, if any.

13.4 The evaluation will be based upon the information provided to the Authority in response to this RFP and any necessary verification of such information provided thereof.

13.5 The evaluation committee may be composed of employees of the Authority as well as employees of other governmental agencies. Selection of a winning bidder will be based upon a

determination of which Proposal is viewed as the most favorable to the Authority, in its sole discretion, considering the criteria listed above, price and other factors considered.

13.6 Award of a contract to the selected Proposer will be subject to approval of the governing body of the Authority.

13.7 Notwithstanding anything to the contrary, the Authority has no obligation to make an award and it expressly reserves the right, at its sole and absolute discretion, to modify, alter, or waive any provisions or informalities of this RFP and to reject any submission which, in the Authority's sole judgment, is not in compliance with the terms of the RFP or any part thereof, or which is deemed in the best interest of the Authority.

13.8 The Authority reserves the right to proceed or not to proceed with any portion of the Scope of Services for the project, in the order and strictly as needed, based solely on the determination of the Authority, or to termination the selection process at any time.

ATTACHMENT #1

DESIGN-BUILD SERVICES FOR RENOVATIONS TO BUILDING 502

SCOPE OF SERVICES

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY
Design-Build Services For Renovations to Building 502
SCOPE OF WORK

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

LIBRARY BUILDING 502 RETROFIT

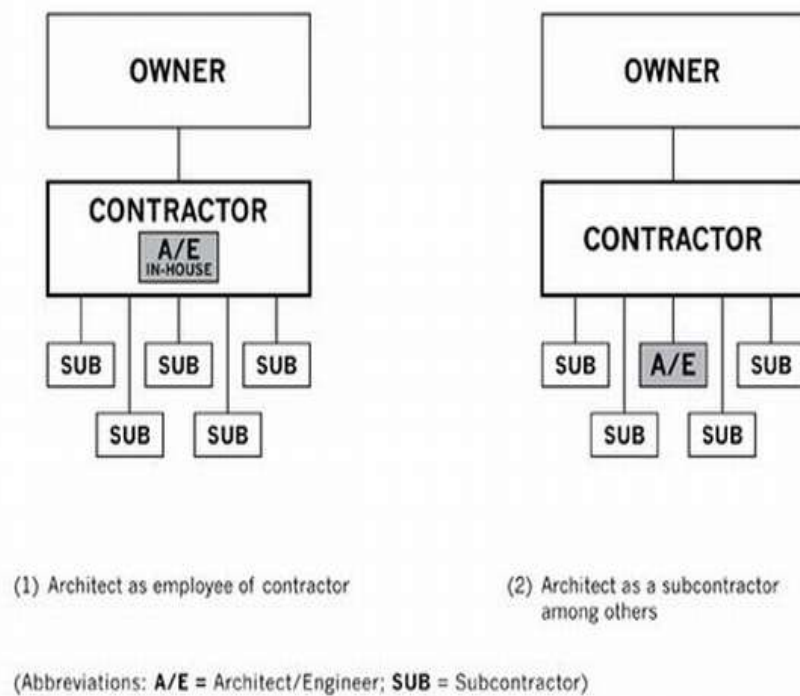
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1.0 DESIGN INFORMATION/REQUIREMENTS/CODES

1.1 General Design Considerations

The purpose of this retrofit is to convert the existing library space which is currently a single story “shell” (Use Group Assembly A-3) into professional administrative/office space (Use Group B) on the Main Post of Fort Monmouth with infrastructure to support a mix of office space and conference room space. All design shall be under the supervision of a registered Architect (AIA) by the New Jersey State Board of Architects. The performance specifications and design considerations herein are intended as a guide. Therefore, the contracted design-build firm and its design professionals shall exercise his/her judgment in compliance with all code(s) to complete a comprehensive feasibility study prior to technical development of the final plans, detailed specifications and project implementation. The intent of this design-build process is to be an architect-led design-build (ALDB) process. The architect may either be an employee of the hired firm or be a subcontracted architect/firm. See below flow charts.



The existing library to be retrofitted is approximately 10,650 square feet and was built in 1974. The building is believed to contain lead and asbestos containing material which shall be remediated per current standards and codes applicable thereto. In addition to the desired office layout plan attached hereto, the original Architectural Record Drawing of Work As-built Plans (Dated October 1974) will be made available to all prospective

bidders except for five (5) missing sheets. (Missing Sheets: A-9; S-3; M-1; M-2; M-4) Onsite building/grounds inspection(s) are mandatory and shall be conducted by both the prospective designers and builders prior to submitting RFQ/P bids. Said layout is subject to change based upon the final approved design submitted by the hired design-build firm to meet code. All onsite work performed by the trades shall be paid at prevailing wages currently established at the time of construction. In addition to the attached desired floor plan layout, below are the anticipated needs of the authority's office space requirements.

Anticipate Office Space Needed-See attached proposed floor plan

Reception: 20' x 20'

Waiting Areas:

 Inside: 16' x 16'

 Vestibule: 16' x 18'

Board Room: (1) 28.5' x 45'

(7' wider and 14'6" longer than existing smart boardroom)

Spare Conference Room: (1) 18' x 28'

Executive Suite: (1) 17' x 27'

Construction Office: (1) 18.5' x 27'

Corner Director Suites: (2) 12.5' x 16'

Corner Director Suites: (1) 12.5' x 15.5'

Program Manager Interior Suites: (2) 12.5' x 12.5'

Program Manager Interior Suites: (1) 11.5' x 12.5'

Flexible/supportive staff Cubicle space: (8) 8' x 8'

Kitchen: (1) 12' x 16.5'

Storage/Mechanical/Data Center: (1) 27' x 43'

*bath, closet, and storage areas not depicted.

MINIMUM CODES AND STANDARDS APPLICABLE FOR THIS PROJECT

Codes & Regulations to be in effect during the Design and Construction of the Library (Building #502)

Below please find a table showing the national model codes adopted as part of the Uniform Construction Code.

Under the Uniform Fire Code, the NJ Department of Community Affairs adopts the 2006 International Fire Code, with amendments as the State Fire Prevention Code (N.J.A.C. 5:70-3.) Unlike the Uniform Construction Code, which cannot be amended by local ordinance, the Uniform Fire Code may be amended by municipalities. In addition to fire code, the fire alarm must be monitored by a Central Station as required by the code.

Current Adopted Codes and Standards

Code	Adoption Date
<u>International Building Code -NJ ed., 2009</u> Obtained From: International Code Council, Inc. [888] 422-7233 <ul style="list-style-type: none"> National Fire Protection Association Referenced Standards http://www.nfpa.org/itemDetail.asp?categoryID=279&itemID=18123&order_src=C800 Obtained From: National Fire Protection Assoc. [617] 770-3000 or www.nfpa.org 	Sept-07-2010 (w/tech. amendments at <u>NJAC 5:23-3.14</u>)
National Standard Plumbing Code, 2009 obtained From: National Assoc. of Plumbing-Heating-Cooling Contractors [800] 533-7694 or in New Jersey at [800] 652-7422	Sept-07-2010 (w/tech. amendments at <u>NJAC 5:23-3.15</u>)
National Electrical Code, 2008 Obtained From: National Fire Protection Assoc [617] 770-3000	Apr-6-2009 (w/tech. amendments at <u>NJAC 5:23-3.16</u>)
<u>International Energy Conservation Code, 2009</u> (Residential) Obtained From: International Code Council [888] 422-7233 ASHRAE 90.1-2007 (Commercial) <u>(free link to 2010 edition for comparison purposes only)</u> Obtained From: American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. [800] 527-4723 <u>Compliance Tools--REScheck and COMcheck</u>	Sept-07-2010 (w/tech. amendments at <u>NJAC 5:23-3.18</u>)
<u>International Mechanical Code, 2009</u> Obtained From: International Code Council [888] 422-7233	Sept-07-2010 (w/tech. amendments at <u>NJAC 5:23-3.20</u>)
<u>International Fuel Gas Code, 2009</u> Obtained From: International Code Council [888] 422-7233	Sept-07-2010 (w/tech. amendments at <u>NJAC 5:23-3.22</u>)

<u>International Residential Code -NJ ed., 2009</u> Obtained From: International Code Council [888] 422-7233	Sept-07-2010 (w/tech. amendments at <u>NJAC 5:23-3.21)</u>
<u>Rehabilitation Subcode</u> – NJAC 5:23-6 Obtained From: State of NJ, Department of Community Affairs, Division of Codes and Standards [609] 984-0040	Updated Yearly
<u>Barrier-Free Subcode</u> – NJAC 5:23-7 Obtained From : State of NJ, Department of Community Affairs, Division of Codes and Standards [609] 984-0040 ANSI A117.1-2003 Obtained From: ANSI 11 West 42nd St New York, NY 10036 or International Code Council [888] 422-7233	May-7-2007 (w/tech. amendments at NJAC 5:23-7.2)

Current Administrative Rules and Regulations:

New Jersey State regulations, called rules, implement the statutes that are the legal basis for operating State programs and services.

The New Jersey Administrative Code, an official publication of the State of New Jersey, compiles all effective rules adopted by State agencies and filed with the Office of Administrative Law. The New Jersey Administrative Code is regularly updated in a loose-leaf format organized by State agency content.

The New Jersey Administrative Code is available from LexisNexis, the publisher licensed by the NJ Office of Administrative Law. A searchable online version of the Code is available at LexisNexis. The NJ Administrative Code may also be found in public libraries; contact your library directly for availability.

Copies of rules are provided here as a courtesy and are not the official versions. Though every effort is made to ensure that the text provided here is identical to the official, legally effective versions of rule, if any discrepancies exist between the text at this website and the official version of the rules, the official version will govern.

Construction Code Enforcement

NJAC 5:12 Ski Lifts

NJAC 5:14A Carnival-Amusement Rides

NJAC 5:17 Lead Hazard Evaluation and Abatement Code

NJAC 5:18 Liquefied Petroleum Gas

NJAC 5:21 Residential Site Improvement Standards

NJAC 5:23 Uniform Construction Code

NJAC 5:23A Construction Board of Appeals

Housing Code Enforcement

NJAC 5:10 Maintenance of Hotels and Multiple Dwellings

NJAC 5:10A Proprietary Campground Facility Health and Safety Standards

Rooming and Boarding House Regulation and Assistance

NJAC 5:15 Emergency Shelters for the Homeless

NJAC 5:27 Regulations Governing Rooming and Boarding Houses

New Home Warranty, Builder Registration and Related Homeowner Protection

NJAC 5:19 Continuing Care Retirement Community Rules

NJAC 5:24 Condo, Fee Simple, Cooperative Conversion & Mobile Home Retirement

NJAC 5:25 Regulations Governing New Home Warranties and Builders' Registration

NJAC 5:26 Planned Real Estate Development Full Disclosure Act Regulations

NJAC 5:29 Landlord Tenant Relations

All Others

NJAC 5:7 Urban and Rural Centers Unsafe Buildings Demolition Loan Fund

NJAC 5:11 Relocation Assistance and Eviction

NJAC 5:28 NJ State Housing Code

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1.2 Permits, Inspections, and Certificate of Occupancy

Contractor is responsible to secure all required construction permits, Certificates of Occupancy, and inspections from the New Jersey Department of Community Affairs which will have jurisdiction over this property.

2.0 Architectural/Interiors

2.1 General Design Considerations

The purpose of this retrofit is to convert the existing library space which is currently a single story “shell” (Use Group Assembly A-3) into administrative/office space (Use Group B) on the Main Post of Fort Monmouth with infrastructure to support a mix of office space and conference room space.

The potential layout for this single story project is provided as a guide and may need to be altered to comply with current codes and standard building practices at the designer’s request.

2.2 Applicable Codes and Standards

All work within the building shall be subject to compliance with the aforementioned Codes and Standards, or the most current version thereof adopted by authorities having jurisdiction over the work.

2.3 Base Building Code Review

2.3.1 Code Review Summary

Use Group Classification:	Use Group "B" Business
Construction Type Classification :	Type 2A Noncombustible/Protected
Actual Building Area:	10,650 gsf

(Ceiling Height from FF to suspended ceiling varies from 8'-0" to 10'4" +/-) See Original Room Finish Schedule of Sheet A-3 of the original Architectural Plans. New Suspended ceiling installation heights to be same as originally designed for each area.

First Floor Area:	10650 gsf.
Building Volume to dropped ceiling :	To be Calculated by Designer

Fire Suppression: Entire building shall be provided with an automatic sprinkler system in accordance with NFPA if applicable per design standards/codes. Not currently present.

Minimum Fire Resistance Ratings:

Exterior walls	1 hr
Vertical Exit Enclosures	2hr
Shafts	2 hr
Exit access corridors	0 hr
Tenant separations	1 hr
Columns	1 hr
Floor construction	1 hr
Roof construction	1 hr

2.4 Base Building Materials and Construction

2.4.1 Thermal and Moisture Protection

- A) Primary exterior wall system is composed of brick. Re-point and caulk entire exterior as required matching existing colors. Existing upper exterior ribbon windows (1/4" Fixed Bronze plate Glass) and full height windows w/lower hopper vents anticipated to remain. Check for seal leaks and proper operation. Repair and/or replace as required. All windows to remain shall be scrapped and cleaned both interior/exterior prior to occupancy. Mechanical room exterior double doors and file room exterior double doors may remain if repainted and re-weather stripped. If not replaced, they shall be re-painted, including jambs, with an exterior lifetime warranted alkyd or latex paint (2 coats), re-caulked/sealed and all weather stripping/sill plates replaced or repaired

for a weather tight seal.

- B) The roofing system is believed to be a reverse pitched Built-Up roofing system with four low point drains. The roof is estimated to be around 20 years old and near the end of its life cycle. Designer shall inspect and make recommendation for its replacement. Clean and repair all drains and scuppers for proper operation. Penetrations through roofing membrane required by any work shall be made in accordance with the roofing manufacturer's recommendations. Installation shall be by qualified contractor in accordance with terms of roof warranty; penetrations shall be flashed with prefabricated flashing devices wherever possible and spaced a minimum of 12 inches apart.
- C) To insure proper drainage away from all sides of the perimeter foundation, re-grading will be required at a minimum of 4'-8' away from the foundation at a minimum 2% positive slope. All newly graded areas shall be reseeded with appropriate northeast perennial grass mix in accordance with the local soil erosion and sediment control criteria established by Monmouth County. The entire perimeter of the building shall be trimmed of all vegetation touching the building and a four foot (4') cedar mulched strip shall be placed immediately adjacent to the foundation around the entire perimeter upon completion.
- D) Appropriate fire proofing may be required on structural elements as follows or alternate:
 - 1) Columns - per UL X-772
 - 2) Beams - per UL D-925
 - 3) Roof - per UL P-732

All retrofit improvements shall maintain the integrity of this protection and shall provide patching of any disturbed areas where required.

2.4.2 Doors and Windows

- A) General window systems shall be thermally broken and internally weeped with appropriate painted finish or vinyl finish; glazing shall be minimum 1" thick sealed insulated units or equal with low-e insulating glass. Minimum size for new windows shall be 28" wide x 48" high (Casement) or alternative equal open areas as recommended by designer. See plan for new window locations. Windows shall be operable office type casement windows or alternate meeting all installation codes and esthetically matching the existing exterior. Final color selection and sizing shall be made by designer and approved by owner. All new windows shall be appropriately trimmed matching the coordinated interior natural oak wood specifications for the doors.
- B) Newly proposed entrance systems and vestibule doors shall be thermally broken and include glass and aluminum entrance doors with 3'- 0" wide leaves and hardware to allow operation of door within ADA requirements. The remaining transom and sidelights shall also be replaced as appropriate matching new doors with insulated low E Glass.
- C) All office interior doors are to be solid core natural oak finish 3'- 0" wide x 7'-0" high with

minimum 22" fixed sidelight within painted hollow metal frames. Frames are to be painted-2 coats minimum. Color to be determined by owner at later date. New hardware shall consist of heavy-duty commercial grade mortise sets with lever handle trim, interchangeable cores, brushed stainless steel finish or approved equal.

- D) All other existing doors for bathrooms/utility rooms shall also be replaced at existing sizes with solid core natural oak finish. Upper fixed Panels may or may not be removed per designer. Closets shall also be replaced at existing sizes with hollow core natural oak finish not called out to be removed. Hollow core may be substituted for all closet doors but finish must match all other new doors. See plan for location of lavatories and closet. All existing metal frames may be reused if applicable. All reused frames shall be repainted with minimum of 2 coats.
- E) Interior fixed panel glass locations shall be located in strategic locations and be of an acceptable size/shape to allow ambient light transmission into interior spaces. See Plan for locations.

2.4.3 Interior Construction and Finishes-Core Areas:

- A) Typical interior walls are to be 5/8" gypsum wallboard (Type X fire rated if applicable per fire code) on metal studs at 16 inches o.c. General partition provisions are as follows:
 - 1) Between Lobby and corridors - 1 hour rated.At typical exterior CMU walls, foil faced blanket insulation is provided between metal studs and then sheetrock all exposed CMU walls except in closets/mechanical room. Exposed CMU walls in closets shall be prepped and repainted (2 coats).
- B) Fire rated walls/partitions shall be fully sealed and stopped at penetrations and abutting construction-using UL listed systems.
- C) Gypsum wallboard partitions shall be primed and painted with 2 coats eggshell latex finish following the spackling finish per industry standards. All exposed CMU in areas not being framed and sheet rocked (closets and mechanical room) are to be prepped and repainted with same per industry standards.
- D) Gypsum wallboard in other areas shall be painted with 2 coats flat latex finish following the spackling finish per industry standards.
- E) Ceilings:
 - 1) Typical ceilings shall be second look suspended acoustical panels of cast or

molded rigid mineral fiberboards, 3/4 inch thick, NRC .75, CAC 35 or equal.

F) Specific Core Finishes shall be provided as follows or equals subject to owner's approval:

1) Lobbies/Vestibules:

Floors / Base:	Wood /Wood Laminated/Parquet floor for lobby, Quarry Tile or Ceramic with a built in removable flush area carpet for the two vestibules. Designer may propose equals for owners approval.
Ceilings:	Acoustical second look lay-in ceiling @ 8'-0" to 10'-4" AFF (Preserve Existing Ceiling Heights with new suspended ceiling)
Walls:	5/8" gypsum drywall on 3-5/8" metal studs up to deck with sound insulation. Gypsum board column wraps.
Doors:	Aluminum with Fixed Glass per owner's approval. Same dimensions as existing with two new sets (Five double doors as shown on plan)
Other:	Vestibule to have slip resistant quarry tile, ceramic or equal with recessed removable mud carpet flush with tile.

2.4.4 Conveying Systems

A) Not Applicable, single story

2.5 Interior Fit-out

Given the NJEDA's objective of LEED Certification at the Silver Level, all interior materials, finishes, and construction shall comply with the Ballinger base building specifications and the LEED Silver rating criteria. Suggested finishes are listed below. It is the intention of the NJEDA/FMERA to implement these guidelines for all future improvement work.

2.5.1 Interior Materials/Finishes

A) Open Office Areas

Floors / Base:	Broadloom or Modular Tile Carpet with appropriate base or equal for medium traffic loads.
Ceilings:	Acoustical second look lay-in ceiling @ 8'-0" to 10'-4" AFF (Preserve Existing Ceiling Heights with new suspended ceiling)
Walls:	5/8" gypsum drywall (Type X on 3-5/8" metal studs up to ceiling; acrylic latex painted, eggshell finish (2 coats minimum) and/or six (6') high cubicle partitions for flex space. See plans for locations.
Doors:	Wood solid core, stain-grade-natural oak; painted metal frames

(2 coats) with 22" fixed full height side window (KD frames).
 No doors on partitioned cubicle space.
 Other: Office Furniture –All furniture to be supplied by owner. See plan for operable window and fixed pane interior window locations.

B) Private Offices

Floors / Base: Broadloom or Modular Tile Carpet with appropriate base or equal for medium traffic loads.
 Ceilings: Acoustical second look lay-in ceiling @ 10'-4" AFF (Preserve Existing Ceiling Heights with new suspended ceiling)
 Walls: 5/8" gypsum drywall (Type X on 3-5/8" metal studs up to ceiling; acrylic latex painted, eggshell finish (2 coats) Insulation batts.
 Doors: Wood solid core, stain-grade-natural oak; painted metal frames (2 coats) with 22" fixed full height side window (KD frames)
 Other: Office Furniture – supplied by owner. See plan for operable window and fixed pane interior window locations.

C) Conference Rooms

Floors / Base: Broadloom or Modular Tile Carpet with appropriate base or equal for medium traffic loads.
 Ceilings: Acoustical second look lay-in ceiling @ 10'-4" AFF (Preserve Existing Ceiling Heights with new suspended ceiling)
 Walls: 5/8" gypsum drywall (Type X on 3-5/8" metal studs up to ceiling; acrylic latex painted, eggshell finish (2 coats) Insulation batts.
 Doors: Wood solid core, stain-grade-natural oak; painted metal frames (2 coats) No side windows for privacy (KD frames)
 Other: Wood accents and natural oak chair rail, stain grade per owner's approval.

D) Reception Areas:

Floors / Base: Wood /Wood Laminated/Parquet floor and base, with an area carpet for the waiting lounge area. See Plans for Locations.
 Ceilings: Acoustical second look lay-in ceiling @ 8'-0" to 10'-4" AFF (Preserve Existing Ceiling Heights with new suspended ceiling)
 Walls: 5/8" gypsum drywall (Type X on 3-5/8" metal studs up to

	ceiling; acrylic latex painted, eggshell finish (2 coats) Insulation batts.
Doors:	Sliding greeting window, single pane Minimum 36"x36" See plan for location.
Other:	Additional data drops and outlets along walls for fax/copy etc.

E) Mechanical Room/Janitors closet:

Floors / Base:	Painted Floors/Repaint or paint with 2 coat minimum alkyd floor paint in both janitor's closet and mechanical room.
Ceilings:	Acoustical second look lay-in ceiling in Janitors closet, non in mechanical room.
Walls:	Painted CMU/repaint 2 coats minimum
Doors:	Mechanical Room-painted metal/repaint 2 coats minimum and install new weather stripping/sill plate/re-caulk. Janitor's closet-wood hollow or solid core, stain-grade-natural oak; painted metal frame (2 coats)
Other:	With lock for Mechanical Room (Rekey entire building) or security card access. No lock for Janitor Closet.

F) File Room:

Floors / Base:	Broadloom or Modular Tile Carpet with appropriate base or equal for medium traffic loads.
Ceilings:	Acoustical second look lay-in ceiling @ 8'-0" to 10'-4" AFF (Preserve Existing Ceiling Heights with new suspended ceiling)
Walls:	5/8" gypsum drywall (Type X on 3-5/8" metal studs up to ceiling; acrylic latex painted, eggshell finish (2 coats) Insulation batts.
Doors:	Wood solid core, stain-grade-natural oak; painted metal frames (2 coats) No side windows for privacy (KD frames)
Other:	Provide Access for Electrical panels and paint to match.

G) Lunch Rooms & Pantry Areas:

Floors / Base:	Vinyl composition tile, four-color pattern / resilient cove base or ceramic tile with ceramic cove or equal.
Ceilings:	Acoustical second look lay-in ceiling @ 8'-0" to 10'-4" AFF

	(Preserve Existing Ceiling Heights with new suspended ceiling); GWB soffits, acrylic latex painted, flat finish, 2 coat minimum
Walls:	5/8" gypsum drywall (Type X on 3-5/8" metal studs up to ceiling; acrylic latex painted, eggshell finish (2 coats) Insulation batts.
Doors:	None – 4'0" cased opening Minimum
Other:	Millwork, plastic laminate on 3/4" substrate or commercial alternate, 96" minimum kitchen nook/countertop (Laminate with 4" backsplash or equal) area with minimum 36" refrigerator opening. Kitchen shall have one sink (16 Deep x 21" wide minimum).

H) Telecommunications area / Computer Server Racks in File Room / Closets

Floors / Base:	Broadloom/Modular Carpet with resilient base per owner's approval
Ceilings:	Standard acoustical lay-in ceiling @ 8'-0" to 10'-4" AFF (Preserve Existing Ceiling Heights with new suspended ceiling)
Walls:	5/8" gypsum drywall on 3-5/8" metal studs up to underside of deck, plywood back board from 1'-0" to 10'-0" AFF , acrylic latex painted, eggshell finish
Doors:	Wood solid core, stain-grade-natural oak; painted metal frames (2 coats) Side windows optional (KD frames)
Other:	Security access per owner's requirements (optional) All existing closets to be reused shall be spackled and repainted. Repaint existing shelving or replace. Replace doors with hollow core stain-grade-natural oak.

I) Toilet Rooms

Floors / Base:	Ceramic tile or quarry tile with matching cove base, 12" x 12" or larger slip resistant or approved equal.
Ceilings:	Standard acoustical lay-in ceiling @ 8'-0" to 10'-4" AFF (Preserve Existing Ceiling Heights with new suspended ceiling)
Walls:	5/8" gypsum drywall on 3-5/8" metal studs up structure above, Ceramic tiles on all wet walls. Vinyl covering for remaining wall areas.
Doors:	Wood solid core, stain-grade-natural oak; painted metal frames (2 coats) No side windows for privacy (KD frames)
Other:	Vanities or free standing sinks; painted steel partitions, ceiling-hung type. All lavatory fixtures per designer and owner approval. Kohler products or approved equal. Must be in full compliance with all current ADA standards.

Notes:

- 1) Provide manual pull-down shades (Mechoshades-Therms) at all exterior windows or approved equal except for upper existing ribbon windows at ceiling.
- 2) Wood doors shall be manufacturer's pre-finished doors; pre-machined for hardware.
- 3) Coordinate fit-out materials and construction with requirements established by manufacturer's recommendations.

3..0 HVAC

3.1 Systems Description

3.1.1 Equipment

Heat: Existing-Hydronic system from a Wel McLain Model 580 Series Gas Fired (639 MBH) This is a 2 pump system for a perimeter radiant heat system and a reheat coil system. There is also a cabinet heater in the main vestibule. Additional cabinet heater will be needed for added vestibule on west side of building. System may be reused upon design build firm servicing and updating as required if acceptable. Service as required and update chimney lining exhaust if required. Chimney operation/carbon monoxide testing shall be done and certification of same shall be submitted to owner.

AC: Existing-Trane Condenser unit 40 Ton Serial Number: T09J22628 (Build Date 11/16/09) Trane Intellipak Commercial Self Contained Signature Series Model ITB20 Serial Number T09J22330. System may be reused upon design build firm servicing and updating as required.

3.1.2 Fit-out systems discussion

Redesign of the entire HVAC system is anticipated due to the Retrofit requirements of closed interior spaces. The above existing equipment will need to be checked, redesigned, cleaned and/or upgraded if design loads dictate same or as required.

All damaged pipe wrapping/insulation shall be replaced or repaired, clean all duct work and replace or repair all accessories to complete a fully compliant and clean system to current standards/codes. Remove all unused or old wiring, piping, cables, hangers, pipe wrap, insulation, etc not required or out of service.

The outside Condenser unit appears to be in acceptable condition except for the missing cover panels. Check working condition of unit and replace panels (Order from manufacturer as required)

3.2 HVAC Design Criteria

3.2.1 Outdoor Design Criteria

- A) Based on weather data within ASHRAE Fundamentals Handbook, the summer and winter design criteria for the building shall be utilized for dry bulb and wet bulb temps.

3.2.2 Indoor Design Criteria

- A) Building calculations will assume all indoor spaces will be maintained at 74 degrees summer, and 72 degrees winter.

3.2.3 Lighting and Equipment Heat Gain Criteria

- A) Internal heat gain from lighting in offices is estimated at 1.5 Watts/sq. ft. (W/sf).
- B) Internal heat gain from equipment in offices is assumed to be 3.0 and 15 Watts/sq. ft. respectively.

3.2.4 Hours of Operation

- A) 10 hrs/ day 5-days/ week

3.2.5 Building Envelope and Energy Conservation Criteria

Based upon the location of this site in Oceanport, NJ, ASHRAE requires the design of the exterior envelope of this facility to comply with the certain criteria based upon the number of Heating Degree Days and Cooling Degree Days. Calculations for same shall comply with the latest edition of ASHRAE.

3.2.6 Flexibility and Expansion

No planned growth in building space will be accommodated by the HVAC systems except for the main conference area which will house large public meetings. Individual HVAC controls and monitors shall be in place for this increased human density within the main conference room.

3.3 Hydronic System

3.3.1 Systems Criteria

- A) Pipe guides, anchors, expansion loops, supports, expansion joints, vents, drains, controls, etc. shall be provided where required for all piping systems. Gauges, thermometers, gauge cocks, thermo-wells, shut-off valves, control valves, and other devices will be provided for each piece of equipment for operation, maintenance, and balancing purposes. All piping systems will be cleaned and flushed. All piping systems shall be tested in excess of service pressure and leakage.
- B) All hydronic systems shall be balanced for specified design flow rate and pump head. Balancing reports will be required. Balancing will be performed by an independent agency and certified by same to be in compliance with the design standards.
- C) All closed loop piping systems will be sized based on a friction coefficient of $C=130$. All open piping systems will be sized based on a friction coefficient of $C=100$.
 - 1) Chilled Water, Hot Water (< 2 inch):
 - (a) Maximum Pressure Drop: 4 feet head per 100 equivalent feet of pipe.
 - (b) Maximum Velocity: 8 feet per second.
 - (c) Minimum Velocity: 1.5 feet per second.
 - 2) Chilled Water, Hot Water (> 2 inch):
 - (a) Maximum Pressure Drop: 4 feet head per 100 equivalent feet of pipe.
 - (b) Minimum Pressure Drop: 0.75 feet head per 100 equivalent feet of pipe.
 - (c) Maximum Velocity (Mech. Rm.): 12 feet per second.
 - (d) Maximum Velocity (Outside Mech. Rm.): 8 feet per second.
 - 3) Pipe Material
 - (a) 2" and smaller: type L copper.
 - (b) 2 1/2" and larger schedule 40 welded or seamless black steel.
 - 4) Valves
 - (a) 2" and smaller: Three piece full port ball valve. Milwaukee Figure BA300A.
 - (b) 2 "A" and larger: High performance butterfly valves. DeZurik HP.
 - (c) Pumps: End Suction Centrifugal. Bell & Gossett, Aurora, Taco
 - (d) Insulation: PiPipe Insulations – Glass fiber type in accordance with ASHRAE
 - (e) Equipment Insulation - 1" glass fiber minimum.
 - (f) Jackets: Vapor barrier type. With aluminum jacket when located outdoors and in mechanical room areas indoors.

3.4 Air Handling Systems

3.4.1 Systems Criteria

A) Ductwork construction will be based on SMACNA Duct Pressure Classifications

SMACNA Pressure Classifications

Pressure Class	Maximum Velocity	Operating Pressure	Sealing Required
1" w.g.	2,500 fpm	Up to 1" w.g.	Transverse Joints, Longitudinal Seams & Duct Wall Penetrations
2" w.g.	2,500 fpm	Over 1" w.g. up to 2" w.g.	Transverse Joints, Longitudinal Seams & Duct Wall Penetrations
3" w.g.	4,000 fpm	Over 2" w.g. up to 3" w.g.	Transverse Joints, Longitudinal Seams & Duct Wall Penetrations
4" w.g.	4,000 fpm	Over 3" w.g. up to 4" w.g.	Transverse Joints, Longitudinal Seams & Duct Wall Penetrations

* Pressure ratings apply to positively and negatively pressurized ductwork.

The original exhaust fan schedule is shown on the original architectural prints (Sheet M-5).

Each bathroom and the kitchen shall have appropriate ventilation exhausted at the required CFM for each area. Replace all bath and kitchen ventilation as required. All roof exhausters (three total) shall be replaced or checked/serviced as required.

B) Equipment-Reuse existing or replace as required per below:

1. Packless Sound Attenuators: IAC KL, Vibro-Acoustics, Rink or equals
2. Fiberglass Packed Sound Attenuators IAC HLFL, Vibro-Acoustics, Rink or equals
3. Grilles, Registers and Diffusers (Office System): Commercial-grade rectangular diffusers. Titus, Tuttle and Bailey, Anemostat, Price, Krueger or equals.
4. Fan Coil Units: International Environmental, Trane
5. Fire Dampers: Ruskin or equal
6. Smoke Dampers: Ruskin or equal
7. Duct Insulation:
 - (a) 1 1/2" glass fiber wrapped supply and exhaust air ductwork. (No insulation required for toilet exhaust system).
 - (b) 2" glass fiber rigid board on exterior ductwork, waterproofed.

3.5 Building Automation System

- A) The building mechanical systems shall be monitored and controlled by an appropriately incorporated/distribution processing standalone panels which will report all data, alarms, trend log data, etc. (EMS type system for energy management) Upgrade and design per code and approved by owner to incorporate a building [automation](#) system (BAS) / direct digital control (DDC)
- B) Field instrumentation and control valves and operators for major equipment (air handling units, etc.) will be commercial grade. Field instrumentation and control valves for office systems will be commercial grade. Control dampers will be standard commercial grade.
- C) Local manual controls will be provided as a backup to selected critical control loops (fan volume control, outside air damper position, etc.) which will allow continued system operation in the event of DDC panel failure.
- D) In the event of loss of communication between the DDC panels and the central BAS console, the equipment will be controlled using the last commands and set points received by the DDC panels, until either communications are restored, or manual overrides are activated at the DDC panels.

4.0 PLUMBING AND FIRE PROTECTION SYSTEMS

4.1.1 Plumbing System Description

A) Codes, Regulations, & Standards

- 1. The following codes, regulations, and standards apply to this project on a mandatory basis:
 - a. National Standard Plumbing Code (Current Edition)
- 2. The following regulations and standards will be used as guidelines and apply to this project:
 - a. Plumbing and Drainage Institute (PDI) Standards
 - b. American Society of Plumbing Engineers (ASPE) Data Book
 - c. American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) American National Standards Institute (ANSI)

B) Domestic Cold Water Systems

- 1. Recommended System:
 - a. Domestic water service is supplied to the building from the municipal sources
 - b. Booster system shall be provided if required.
 - c. Backflow Prevention - Reduced pressure backflow preventers shall be installed where subject to continuous pressure conditions.
 - d. Sub-metering will be required to capture costs of usage for building 502. Sub-meter is required for water service as the ARMY utilizes a master metering system for the entire fort. Coordinate appropriately with NJ

American Water.

2. Distribution System:

- a. The distribution system shall be insulated with elastomeric insulation and prior to use; the distribution system will be sterilized with a hypochlorite solution. The distribution system shall be sized to maintain a minimum pressure of 25 psig at the furthest flush valve, 30 psig at the furthest safety shower, and 40 psig at the furthest glass washer from the incoming water supply. The distribution system shall also be sized to limit water velocity to 8-feet per second and shock absorbers shall be provided on supply lines to flush valves, solenoid valves and automatic valves to retard water hammer.

3. Equipment:

- a. The distribution system inside the building for domestic cold water shall be Type L copper pipe with wrought copper fittings joined using lead free solder (Type K for under slab).
- b. Any underground piping required shall be ductile iron pressure bell and spigot pipe with mechanical joints and rubber gaskets.
- c. Valves: Shutoff valves 2 inches and smaller shall be Class-600 ball valves. Shutoff valves 2-1/2 inches and larger shall be cast iron butterfly type or gate valves. Check valves 2 inches and smaller shall be bronze body swing type. Check valves 2-1/2 inches and larger shall be iron body swing type.

C) Domestic Hot Water Systems

1. Recommended System:

- a. Domestic hot water at 120 degrees F. shall be provided by local storage type hot water system. The capacity of the heaters shall be based on fixture unit valves and actual equipment demands. The existing 67 gallon Gas Fired Hot Water Heater-Model # RF 67-120 by Rudd) appears to be at the end of its life cycle and shall be replaced per designer and code.

2. Distribution System:

- a. The distribution system shall be insulated with 1-inch fiberglass insulation and prior to use; the distribution system shall be sterilized with a hypochlorite solution. The distribution system shall be sized to limit water velocity to 8-feet per second and shock absorbers shall be provided on supply lines to solenoid valves and automatic valves to retard water hammer. Softening of water supply to the

domestic hot water system will be established based on final analysis of the site water system.

3. Equipment:

- a. The distribution system for hot water shall be Type L copper pipe with wrought copper fittings joined using lead free solder.
- b. Valves: Shutoff valves 2 inches and smaller shall be Class-600 ball valves. Shutoff valves 2-1/2 inches and larger shall be cast iron butterfly type or gate valves. Check valves 2 inches and smaller shall be bronze body swing type. Check valves 2-1/2 inches and larger shall be iron body swing type.

D) Sanitary Waste System

1. Recommended System:

- a. Sanitary waste from domestic fixtures shall flow by gravity to the existing municipal sanitary system. Flow rates and pipe sizes shall be based on fixture unit values. Piping over 3" shall be sloped at 1%. Piping less than 3" shall be sloped at 2%. Any new waste and vent piping shall be located either under floor, below slab or in the ceiling space, and risers in finished areas shall be located in chases as part of the fit-out as required. Complete accessibility shall be available to all cleanouts in the drainage piping. Cleanouts shall be in common/public areas whenever possible. Floor drains shall be provided as part of the fit-out in mechanical and toilet rooms with automatic trap primers to maintain a level of water in the trap.
- b. Sanitary waste and vent stacks may be reused if inspected and found to be acceptable. Locations of same may remain.
- c. Wastewater is not anticipated to be sub-metered. TRWRA fees on lump sum usage anticipated.

2. Equipment:

- a. The piping system for sanitary waste shall be service weight cast iron soil pipe with heavy-duty no-hub mechanical couplings aboveground or ABS/PVC approved equals per designer.

F) Natural Gas System

1. Design Criteria:

- a. Natural gas is currently being delivered to the building through a service meter and regulator located outside the north side of the building. Check for proper operation/leaks.
- b. Repaint exterior natural gas piping / meter as required. Re-seal all penetrations for piping and remove any old remaining heating oil lines that remain within the interior of the building. The library's UST (underground heating oil tank) was

remediated and approved by the NJDEP on August 29, 2000. No UST closure is required for the retrofit of the library.

G) Plumbing Fixtures and Specialties

1. System Requirements:

- a. Fixtures manufacturers and type shall be per owner standard. (Kohler or otherwise noted at a later date or equal)
- b. Recommended Fixtures Types and Specialties (Kohler or otherwise noted at a later date or equal)
 1. Water Closets: Low consumption (1.28 GPF Minimum) *water-saver*, wall-hung siphon jet type, hand operated flush valves with adjustable volume control or approved equal. (6 toilets total needed)
 2. Urinals: Kohler low consumption, wall-hung washout type, hand operated flush valves with adjustable volume control or approved equal. (2 Urinals Total Needed to replace full height urinals)
 3. Lavatories: Wall-hung or countertop type units, with *gpm restricted flow metering faucets*. Sinks will be provided with wrist blade faucet handles and gooseneck faucet for hot and cold water. (6 bathroom Lavatories Total needed) (1 kitchen sink stainless steel minimum 16" deep x 21" wide)
 4. Mop Receptors: Terrazzo with hose-end type faucet, complete with vacuum breaker.
 5. Drinking Fountains: Wall-hung self-contained water coolers, barrier free for handicapped use. Replace existing/Install near waiting room/bathroom area.

4.1.2 Fire Protection System Description

A) General Fire Protection Systems Description

1. The building is **NOT** currently protected with a fire standpipe/automatic sprinkler fire suppression system. Design appropriately per code(s) if required.
2. Fire extinguishers shall be upgraded and installed per code(s) if applicable.
3. An Addressable fire alarm panel currently exist (Model Number MS-9200UDLS by Honeywell) Upgrade or inspect to current code. Current code dictates that The fire alarm must be monitored by a Central Station as required by the Code. Designer (Design-Build Firm) shall insure same and coordinate with local fire officials as required.

5.0 ELECTRICAL

5.1 Summary

The electrical system consists of the main service: (120/208 3 phase 350 AMP/400 AMP disconnect) System shall be upgraded to facilitate the various mechanical systems, including but not limited to chillers, air handling units, exhaust fans, as well as normal lighting and general receptacles. The emergency egress lighting shall be provided through the use of battery ballasts installed within the fluorescent fixtures or individual battery packs located strategically throughout the egress paths. No electrical meter currently exists for the building. The ARMY utilized a master meter for the fort's electrical usage. Therefore, a sub-metering system shall be designed/coordinated/installed by the design-build firm to capture all electrical usage for the library in addition to the potable water usage sub-meter requirement described elsewhere in this document. (2 sub-meters total for building shall be installed; One Electric & One Potable Water)

5.2 Utility Service Feeders

Utility Service is supplied by JCP&L through ARMY Owned infrastructure. A sub-meter will be required for this feeder to determine the individual usage of the Library as indicated.

5.3 Equipment Tabulation

Electrical usage shall be identified upon design completion for all anticipated loads and provide for projected office space/conference room distribution.

5.4 Design Criteria

The following paragraphs identify the criteria that the electrical systems are designed to meet.

5.4.1 Electrical Service

JCP&L will supply secondary service to the building. Existing design indicates a (120/208 3 phase 350 AMP/400 AMP disconnect). Designer shall redesign if applicable for the new use.

5.4.2 Electrical Room

The main electrical panel is located in the filing room. Location may remain. See plans for location.

5.4.3 Emergency Generation-Not Present

The design shall incorporate provisions for the addition of a stand-by generation/battery system but the owner reserves the right to refuse installation of same if desired due to budget constraints.

5.4.4 Lighting Design Criteria

A) The illumination criteria noted below, including target luminance levels, luminance ratios and color rendering are consistent with the recommendations published by the

Illuminating Engineering Society of North America (IESNA) for this type of facility and the Design Team's professional experience.

- B) The following is a list of criteria foot-candle values, uniformity ratios and estimated watts per square foot for various project areas. The values listed for office, specialty and back of house are average, maintained foot-candles measured on the horizontal plane at task level (typically 2.5 to 3 feet above the floor). The indicated watts per square foot are conceptual estimates based on the preliminary design data.

Office Areas	Foot-candles	Watts / S.F.
Circulation Areas	10 FC	0.8
Conference Room	40–50 FC	2.0
File / Copy	30-50 FC	1.0
Office without Task Light	50 FC	0.8
Office with Task Light	35 FC	1.0
Task Light	35 FC	1.0
Pantry	20-30 FC	1.0
Storage, Coats	15-20 FC	1.0
Toilet Room	20 FC	1.0

5.4.5 Light Source and Ballast Selection

- A. The selection of light sources will be in accordance with The Energy Policy Act and the recommendations of the Environmental Protection Agency. The source for interior lighting will generally be fluorescent lamps operating on high-frequency solid-state electronic ballasts or equal. Compact fluorescent lamps will be used in downlight and wall wash fixtures. Incandescent halogen lamps will be used for special accent.
- B. The typical fluorescent lamp will be a T-8 type or T-5 or equal with a correlated color temperature of 3500° K and a color-rendering index of 75. Compact fluorescent lamps will have a correlated color temperature of 3500° K to provide a continuity of source color.
- C. T-8 and T-5 rapid start compact fluorescent ballasts will be solid state, high frequency (electronic) and low harmonic <10%. They will provide a minimum 95% of full rated lumen output plus/minus 5%, without flicker. Ballasts will be UL listed, Class P and will have a sound rating of Class A. Power factor shall be above 95%. Ballasts will maintain a light output +15% when operating line voltage is between 90% and 100% (120V and 277v models). Line current crest factor will not exceed 1.5.
- D. AC input total harmonic content will not exceed 10%. Ballasts will meet the following regulations:
- ANSI C822.1 for ballast factor
 - IEEE 587 (ANSI C62.41) for transient protection
 - Federal Communication Commission Rules and Regulations, Part 18
 - National Appliance Energy Conservation Amendments of 1988, Public Law No.

100.357

- Ballasts for HID fixtures will be high power factor, constant wattage type, of voltage specified and will meet current ANSI specifications.

5.5 Design Concepts or Equivalents as Approved by Owner

5.5.1 Office Lighting

Lighting for the typical office floors will be designed to provide visibility for typical paper based and electronic tasks and to enhance the sense of a light, open and airy environment. Open Office and Private Office lighting shall be provided by 2'x2' or 2'x4' recessed fluorescent direct / indirect luminaries with individual on/off switches. Fluorescent sconces, if added, will provide vertical illumination along primary circulation path enhancing visual interest of office environment. Owner shall be provided lighting options prior to finalizing design and special orders.

5.5.2 Core and Service Area Lighting

Core and Service areas such as pantries, copy rooms and coat areas will be lit by recessed direct/indirect fluorescent fixtures, supplemented by under cabinet task lights where appropriate.

5.5.4 Back of Building Lighting/Parking

Lighting for back of building areas such as storage, utility and service areas will be designed to support the visual and security requirements of each space. Lensed fluorescent troffers will provide lighting in spaces with finished ceilings. Pendant or chain hung industrial fluorescent and/or HID systems will be used in areas with exposed structure. Check existing parking lot and exterior lighting for proper function. No Parking lot lighting upgrades are anticipated, however, check operation and replace lights as required. Add or replace exterior building and walkway lighting as required per design code standards.

5.5.5 Lighting Equipment

In this section, conceptual quantity and standard of quality for the lighting fixtures are provided. The actual lighting design and fixture selection will be developed with the Owner and Design Team during subsequent design phases.

A) Filing/Flex Spaces *(included for concept only)*

- Recessed direct fluorescent fixtures: Lithonia or Metalux
- Additional task lighting as required
- Specialized lighting as required

B) Offices *(included for concept only)*

- Open/Enclosed office direct/indirect recessed lighting: Lithonia, Focal Point Metalux or (2) 2' fixtures per 150 SF or equal or substitute 2'x4' equivalent.

C) Core Areas

- Direct/indirect fixtures: Lithonia or Focal Point, (1) per 50 SF

D) Storage, Service and Utility Areas

- Pendant industrial fluorescent: Lithonia, Metalux or Columbia, (1) 8' fixture per 150 SF
- OR
- 2 x 4 lensed fluorescent troffers: Lithonia, Metalux or Columbia, (1) per 100 SF

F) Controls (included for concept only)

- Enclosed office, service area occupancy sensors: Wattstopper or Novitas
- Mechanical and electrical areas: Wall switched located at door.

5.6 Electrical Materials and Methods

5.6.1 Materials of Systems (included for concept only)

A) Feeder cables will be installed in EMT conduit.

B) MC cable can be used for concealed non-emergency and emergency (color coded) branch circuitry. All exposed circuitry shall be installed in EMT conduit.

C) Minimum conduit size will be 3/4 inch.

D) All transformer internal windings and conductors will be copper and be "K" rated.

E) Building wiring will be type THHN/THWN (90°C) in dry areas and type THHN/THWN (75°C) in wet areas. All insulation will be rated for 600V.

F) All wire shall be copper and sized to accommodate 3% voltage drop at load.

G) Flexible metal conduit shall be used for connections to equipment subject to movement, and connections from conduit system to recessed lighting fixtures. Liquid tight flexible metal conduit shall be used for equipment in wet or damp locations. Liquid tight flexible metal conduit shall be used for connections to motors for all locations (between conduit and connection box on motors). Conduit connections 2" or larger, shall use bonding lock rings.

H) Flexible conduit will be used for fixture whips and transformer connections.

I) Panel boards will be bolt on circuit breaker type. Lighting and receptacle panels will be 42-circuit maximum. Distribution and power panels will be distribution type. Panel boards will include approximately 20 percent blank space for future circuit breaker additions. All panel boards and switchboards will be fully bussed, fully rated phase and 200% rated neutral busses.

5.6.2 Wiring Devices *(included for concept only)*

- A) In general, 20A specification grade duplex receptacles shall be located in all work spaces as required.
- B) Each office workstation will have maximum of six receptacles on a circuit. Each private office will have 3 duplex receptacles per office minimum, maximum 6 receptacles per circuit.
- C) Office receptacles will be commercial grade, 20 amperes minimum
- D) Switches will be commercial grade, rated 277 volts, 20 amperes.
- E) Special receptacles shall be provided as required for user equipment requiring voltages above 120 and current higher than 20 amperes.
- F) Specification grade, heavy-duty safety switches (ratings as required) will be provided for hard-wired equipment for which a local disconnecting means is necessary. Disconnects will be fused or unfused as required. Stainless steel enclosures will be specified for interior or exterior wet locations.
- G) Motors of 1/3 HP and less shall be 120V, single phase. Motors of 1/2 HP and larger shall be 460V, 3-phase. Some equipment as manufactured may be exceptions to this rule. Motors shall have isolating safety switches in the motor circuit located near the motor (*to be determined*). The switches can be padlocked in the "off" position. Motor starter shall contain a fused switch and starter with overload elements for motor overload protection. Most equipment will be fed from starters with HOA switches.

5.7 Transient Voltage Surge Suppression

5.7.1

The main service entrance switchboard will be designed to incorporate a TVSS unit for transient voltage surge protection. No provisions have been made for a central UPS.

5.8 Grounding

5.8.1.

System and equipment grounding will be provided in accordance with the National Electrical Code.

5.8.2

All non-current carrying metallic parts of the electrical distribution system will be connected to the grounding electrode system and/or building steel.

5.8.3

Separately derived systems within the building will be solidly grounded. Ground fault circuit interruption will be provided in accordance with National Electrical Code requirements.

5.8.4

An insulated grounding conductor will be run with all feeder and branch circuits to supplement the conduit ground.

5.8.5

Other equipment to be connected to the ground system includes but is not limited to motors, panel boards, HVAC equipment etc.

5.09 Fire Alarm System

An addressable system complete with audible and visual devices shall be upgraded or provided per code

5.10 Security System

The Library Building does not have a security requirement at this time. A card access type system shall be design but may not be installed per the owner if desired due to budget constraints.

5.11 Telecommunications/Data

Appropriate conduits shall be installed to bring network connection to the owner's space from the utility area. Phones will be **Voice over IP (VoIP)**. One data drop shall be installed for each computer, phone and docking station. (Approximately 25 locations including conference rooms) Final locations to be determined during design and consultation with the owner's Information Technology Department. Verizon shall be circuit vendor. Design-Build firm shall insure appropriate Verizon data circuit is available or make available through coordination. Designer shall determine through Verizon the closet connection point. Additional Comcast cable lines shall be installed to server area for separate net access. All Data jacks shall be labeled by design-build firm and corresponding labels shall be at all terminations in server area. See floor plan for location of server area. Final design shall be approved by the NJEDA/FMERA prior to installation.

5.12 Codes, Regulations, Standards

The following codes, regulations and standards apply to this project:

- A) Standard Building Code (Latest Edition).
- B) National Electrical Code (Latest Edition).
- C) NFPA 101 (Latest Edition).

D) NFPA 708 (Latest Edition).

6.0 LEED ASSESSMENT AND COMPLIANCE

6.1 Executive Summary

The NJEDA has an objective of obtaining LEED Certification from the US Green Building Council at the Silver Level. It is NJEDA's and FMERA's intention that the building designer account for sustainability and construction features in their plans/specifications in accordance with LEED Guidelines.

The objective for incorporating LEED goals into interior applications is to utilize the newly adopted USGBC LEED point guide, LEED-CI v 2.0 for Commercial Interiors. A synopsis of LEED-CI's reference guide is available in the USGBC website (www.usgbc.org) that allows tenants to navigate through the desired LEED points.

Implementation of a sustainable design shall be incorporated if plausible for the Library Retrofit.

7.0 Parking and ADA Accessibility

7.1 Library Parking

The existing parking lot shall be milled and or reggraded and topped with a minimum of a compacted 2" FABC over existing compacted sub base and restriped. Two (2) appropriate ADA compliant parking spaces shall be provided with appropriate signage. A new ADA compliant concrete handicap ramp shall be installed with truncated domes meeting Federal guidelines leading from the parking lot to the existing sidewalk on the north side of the building.

8.0 Shop Drawings/Finish Samples/Schedule

The designer shall provide shop drawings and provide samples of all finishes and appurtenances for final selection and approval by owner or owner's representative(s). Color samples and options shall be made available upon request for all finishes prior to ordering and installation.

Develop Schedule,

The project shall be completed within 150 days from the award of contract. A fully developed design-build schedule shall be prepared and submitted with this RFQ/P by all bidders. The contracted design-build firm shall determine the critical path and identify long - lead materials and/or anticipate equipment needs that may take extended periods of time to ship. Procurement

of any long-lead equipment early in the design process shall be prioritized to maintain the fast-tracking of the overall project schedule.

Construction schedules may be shortened if innovative systems and methods are proposed by the design-build team.

9.0 Approval of Plans and Specifications and Environmental Notices

Before commencing construction, contractor shall submit to FMERA for review and approval by FMERA and the Federal Government the proposed plans and specifications and environmental notices, if any, that contractor proposes using to complete the project. Contractor shall make revisions or additions to the plans and specifications and environmental notices, if any, that FMERA or the Federal Government may require.

10.0 Timeline – Schedule

Board Approves Selected Bidder	May 16, 2012
Governor's Veto Period Expiration	On or about June 5, 2012
Notice to Proceed/Execute Contract	On or about June 6, 2012
Project Completion	September 14, 2012

ATTACHMENT #3

PUBLIC LAW 2005, CHAPTER 51/EXECUTIVE ORDER NO. 117
DISCLOSURE AND CERTIFICATION FORMS

AND

OWNERSHIP DISCLOSURE FORM



State of New Jersey
Division of Purchase and Property
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

For AGENCY USE ONLY	
General Information	
Solicitation, RFP or Contract No. _____	Award Amount _____
Description of Services _____	
Agency Contact Information	
Agency _____	Contact Person _____
Phone Number _____	Agency Email _____

Part 1: Vendor Information

Full Legal Business Name _____
(Including trade name if applicable)

Business Type

<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Professional Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Limited Liability Partnership	

Address 1 _____ Address 2 _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification


I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) Within the preceding 18 months, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**;
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) During the term of office of the current Governor(s), the below-named person or organization has not made a contribution to:
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) Within the 18 months immediately prior to the first day of the term of office of the Governor(s), the below-named person or organization has not made a contribution to:
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
 - Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

☐ Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient	_____	Address of Recipient	_____
Date of Contribution	_____	Amount of Contribution	_____
Type of Contribution (i.e. currency, check, loan, in-kind) _____			
Contributor Name _____			
Relationship of Contributor to the Vendor _____			
Contributor Address _____			
City	_____	State	_____  Zip _____

Add a Contribution

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

(A) ☐ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B) ☐ I am certifying on behalf of the above-named business entity only.

(C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name _____ Print Name _____

Phone Number _____ Date _____

Title/Position _____

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

Public Law 2005, Chapter 51

(formerly Executive Order 134) and Executive Order 117 (2008)

**INFORMATION AND INSTRUCTIONS
For Completing The "Two- Year Vendor Certification and Disclosure of Political
Contributions" Forms**

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2006, Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. **Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.**

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Forms

NOTE: Please refer to the next section, "Useful Definitions for Purposes of Ch. 51 and E.O. 117," for guidance when completing the forms.

Part 1: VENDOR INFORMATION

Business Name -- Enter the full name of the Vendor, including trade name if applicable.

Business Type -- Select the vendor's business organization from the list provided.

Address, City, State, Zip and Phone Number -- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email -- Enter the vendor's primary email address.

Vendor FEIN -- Please enter the vendor's Federal Employment Identification Number.

INFORMATION AND INSTRUCTIONS
For Completing The "Two- Year Vendor Certification and Disclosure of Political Contributions" Forms

Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

NOTE: Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

Check the box at top of page 2 if no reportable contributions have been made by the vendor. If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity.

Address of Recipient Entity – Enter the recipient entity's street address.

Date of Contribution – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution.

Type of Contribution – Select the type of contribution from the list provided.

Contributor Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person's title or position, date and telephone number.

INFORMATION AND INSTRUCTIONS
For Completing The "Two- Year Vendor Certification and Disclosure of Political
Contributions" Forms

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- **"Vendor"** means the contracting entity.
- **"Business Entity"** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's spouse or civil union partner and any child residing with that person.¹
- **"Officer"** means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **"Partner"** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
- **"Reportable Contributions"** are those contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- **"In-kind Contribution"** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **"Continuing Political Committee"** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

¹ Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

**INFORMATION AND INSTRUCTIONS
For Completing The "Two- Year Vendor Certification and Disclosure of Political
Contributions" Forms**

- **"Candidate Committee"** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **"State Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **"County Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **"Municipal Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **"Legislative Leadership Committee"** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **"Political Party Committee"** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.shtml>. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

NOTE: The Chapter 51 Q&A on the website **DOES NOT** address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at <http://www.state.nj.us/treasury/purchase/execorder134.shtml#state>.

OWNERSHIP DISCLOSURE FORM				
DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 W. STATE ST., 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230			BID NUMBER: _____ BIDDER: _____ _____	
INSTRUCTIONS : Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.				
<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
INSTRUCTIONS : Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below. If there are no owners with 10% or more interest in your firm, enter "None" below.				
<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
COMPLETE ALL QUESTIONS BELOW				
			YES	NO
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)			<input type="radio"/>	<input type="radio"/>
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.)			<input type="radio"/>	<input type="radio"/>
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.)			<input type="radio"/>	<input type="radio"/>
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)			<input type="radio"/>	<input type="radio"/>
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.)			<input type="radio"/>	<input type="radio"/>
CERTIFICATION : I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable. I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.				
Company Name: _____			_____ (Signature)	
Address: _____			_____ (Name)	
FEIN/SSN#: _____			_____ (Title)	
			Date: _____	

ATTACHMENT #4

AFFIRMATIVE ACTION
SUPPLEMENT

Affirmative Action Supplement

AFFIRMATIVE ACTION	Term Contract - Advertised Bid Proposal
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	Bid Number: _____ Bidder: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- ☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 7, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance**

P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY.
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAug DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB Categories	All Employees		PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	Total (Cols. 2 & 3)	COL 2 MALE	COL 3 FEMALE	MALE						FEMALE					
				Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min		
Officials/Managers															
Professionals															
Technicians															
Sales Workers															
Office & Clerical															
Craftworkers (Skilled)															
Operatives (Semi-Skilled)															
Laborers (Unskilled)															
Service Workers															
Total															
Total employment From previous Report (if any)															
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?

14. IS THIS THE FIRST Employee Information Report Submitted?

15. IF NO, DATE LAST REPORT SUBMITTED

13. DATES OF PAYROLL PERIOD USED FROM:

TO:

☐ YES ☐ NO

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE, AREA CODE, NO.

I certify that the information on this form is true and correct.

ATTACHMENT #5

STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

By submitting a proposal in response to the Request for Proposals (“RFP”) for services, the bidder certifies that it understands and agrees that all of the following terms, conditions and definitions (collectively, “Standard Terms and Conditions”) are part of any contract(s) awarded as a result of the RFP unless specifically and expressly modified by reference in the RFP or in a writing executed by an authorized officer of the Fort Monmouth Economic Revitalization Authority.

I. Definitions: As used in these Standard Terms and Conditions, the following terms shall have the definitions set forth in this paragraph. These definitions shall also apply to the entire contract unless otherwise defined therein.

“Authority” means the Fort Monmouth Economic Revitalization Authority. The Authority is the intended beneficiary of the Contract.

“Bidder” means any person or entity submitting a qualifications package in response to the RFP to provide the Authority services specified in the RFP.

“Contract” means a mutually binding legal relationship obligating the Contractor to furnish services and the Authority to pay for them. The Contract consists of these Standard Terms and Conditions, the RFP, the proposal submitted by the Consultant, the subsequent written document memorializing the agreement (if any), any amendments or modifications and any attachments, addenda or other supporting documents of the foregoing.

The Contract and/or its terms cannot be modified or amended by conduct or by course of dealings. Thus, the “contract” does not include the aforementioned actions and such actions, or reliance thereon, afford no rights whatsoever to any party to the Contract. The Contract can only be modified or amended by a writing signed by an authorized officer of the Authority and of the Contractor.

“Contractor” means the person or entity which submits a proposal in response to the RFP and to whom (or which) the Contract is awarded.

“Request for Proposals” or “RFP” means a solicitation for proposals from the shortlist of qualified firms to determine the Contractor to provide the services as specified herein.

“Shall” denotes a mandatory condition.

“State” means the State of New Jersey.

II. Applicability and incorporation of standard terms and conditions:

A. These Standard Terms and Conditions are automatically incorporated into the Contract unless the Contractor is specifically instructed otherwise in the RFP or in any other amendment thereto. These Standard Terms and Conditions are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with the same unless the RFP specifically indicates otherwise.

B. All of the Authority's Standard Terms and Conditions will become part of the Contract awarded as a result of this RFP, whether stated in part, in summary or by reference. In the event the Contractor's terms and conditions conflict with the Authority's, the Authority's Standard Terms and Conditions will prevail, unless the Contractor is notified in writing of the Authority's acceptance of the Contractor's terms and conditions.

III. Contractor's Status and Responsibilities:

A. **Contractor's Status:** The Contractor's status shall be that of an independent contractor and not that of an employee of the State or the Authority.

B. **Contractor's Certification as to its Representations:** The Contractor certifies that all representations made by it in its proposal or other related and/or supporting materials are true, subject to penalty of law. Further, the Contractor agrees that the violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract may be cause for termination of the contract award. In addition, the Contractor's violation of any statute or regulation relating to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract shall serve as a legal bar to the Contractor's enforcement of its rights under the Contract including any and all claims at law or equity.

C. **Contractor's Performance:** The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract. The Contractor has an affirmative obligation to promptly notify, in writing, the Authority of any changes in circumstances which might affect the Contractor's ability to be awarded or to perform its obligations under the Contract.

D. Responsibilities of Contractor:

1. The Contractor is responsible for the quality, technical accuracy and timely completion and delivery of all services to be furnished by the Contractor under the Contract.
2. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services furnished under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the Authority of any rights

under the Contract or of any cause of action arising out of the Contractor's performance of the Contract.

3. The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the Contractor has or may have for latent defects or errors or other breaches or warranty or negligence.
4. Except for those subcontractors identified in the Contractor's response to the RFP, the Contractor shall not hire, employ or otherwise engage subcontractors to furnish the performance contemplated by the Contract, unless the prior written approval of the Authority is obtained by the Contractor.
5. The Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied assurances under the Contract or law and in no way diminish any other rights that the Authority may have against the Contractor.

E. Investigation: By submitting a proposal in response to the RFP, the bidder certifies and warrants that it has satisfied itself, from its own investigation, of the conditions to be met and that it fully understands its obligations and if awarded the Contract agrees that it will not make any claim for, or have right to, cancellation or relief from the Contract without penalty because of its misunderstanding or lack of information.

F. Cost Liability: The Authority assumes no responsibility and no liability for costs incurred by the bidder prior to the award of the Contract and thereafter only as specifically provided in the Contract.

G. Indemnity/Liability to Third Parties:

1. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the Authority, its officers, employees and attorneys from and against any and all claims, demands, suits, actions, recoveries, judgments, liabilities and costs and expenses which may arise out of the breach of any term of the Contract or the default thereunder by the Contractor, its employees, servants or agents and on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the services supplied under this Contract.
2. The Contractor shall hold and save the Authority, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

3. The Contractor further agrees that:

- a) Any approval by the Authority of the work performed by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract;
- b) The Authority assumes no obligation to indemnify or save harmless the Contractor, its agents, servants or employees for any claim which may arise out of its performance of the Contract; and
- c) The provisions of this indemnification shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.

H. Availability of Records: The Authority has the right to request, and the Contractor agrees to furnish free of charge, all information and copies of all records and documents which the Authority requests. The Contractor shall allow the Authority to visit the office(s) of the Contractor periodically, upon reasonable notice, in order to review any document related to the Contract or to otherwise monitor work being performed by the Contractor pursuant to the Contract. Any failure by the Contractor to maintain or produce such records or to otherwise cooperate with the Authority may be, at the Authority's discretion, cause for termination of the contract award and/or suspension or debarment of the Contractor from the Authority.

I. Data Confidentiality: All data not otherwise publicly available contained in documents supplied by the Authority after the award of the Contract, any data not otherwise publicly available gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not) are to be considered confidential and shall be solely for the use of the Authority. The Contractor is required to use reasonable care to protect the confidentiality of the data. Any use, sale or offering of this data in any form by the Contractor, its employees, agents, servants or assignees will be considered in violation of the Contract and will cause the information to be reported to the State Attorney General for possible prosecution. Penalties for violations of this provision include, but are not limited to, termination of the contract award and/or legal action without the Authority being liable for damages, costs and/or attorney fees. The Contractor shall be liable for any and all damages arising from its breach of this confidentiality provision.

J. No Waiver of Warranties or Remedies at Law or Equity: Nothing in the Contract shall be construed to be a waiver by the Authority or any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by an authorized officer of the Authority. Further, nothing in the Contract

shall be construed to be a waiver by the Authority of any remedy available to the Authority under the Contract, at law or equity except as specifically and expressly stated in a writing executed by an authorized officer of the Authority.

- K. **Publicity:**** Publicity and/or public announcements pertaining to the services being furnished pursuant to the Contract shall be approved by the Authority.

IV. **Contractual Relationship:**

- A. **Assignment:**** The Contractor shall not assign or transfer its obligations or rights, under the Contract without the prior written consent of the Authority. Any assignment or transfer of the Contractor's rights under the Contract without the prior written consent of the Authority shall not relieve the Contractor of any duty; obligation or liability assumed by it under the Contract and shall be cause for termination of the contract award.

B. **Mergers, Acquisitions and Dissolution:**

1. **Merger or Acquisition:** If, subsequent to the award of any contract, resulting from the RFP, the Contractor shall merge with or be acquired by another firm, for purposes of this Contract only, the documents set forth below must be submitted to the Authority for approval within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in rescission of the contract award upon ten (10) days notice by the Authority to the Contractor. In such case, the provisions of VI.C. and VI. D shall apply. Any such merger or acquisition will require the assignment of the Contract pursuant to the provisions related thereto set forth herein.
 - a) Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the Contract terms, conditions and prices, as may be amended.
 - b) New Jersey Business Registration Certificate, Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form, Chapter 271 Vendor Certification and Political Disclosure Form, Public Law 2006, Chapter 16 Political Contributions Certification, and Affirmative Action Supplement with Affirmative Action Employee Information Report reflecting all updated information, including ownership disclosure, pursuant to the provisions contained herein.
 - c) The acquirer's or resulting entity's Federal Employer Identification Number.
 - d) Ownership Disclosure: Within thirty (30) days after any merger or acquisition, the Contractor must disclose the names and addresses of

all of its owners and potential owners which hold or may acquire 10% or more of its stock or interest. The Contractor has the continuing obligation to notify the Authority of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed. Compliance with this provision does not give rise to any rights to the Contractor to the acquirer or resulting entity (in the case of a merger) without the written consent of the Authority.

2. **Dissolution:** If, during the term of the Contract, the Contractor's partnership, joint venture or corporation shall dissolve, the Authority must be so notified. Upon receipt of such notice, the Authority may terminate the Contract, in which case the provisions of VI. C. and VI. D. shall apply. All responsible parties of the dissolved partnership or corporation must submit to the Authority, in writing, the names of the parties proposed to perform the contract and the names of the parties to whom payment should be made. If the Contractor is (1) a corporation, it must provide a copy of the corporate resolution to dissolve; (2) a partnership, the written statement of the partnership, general partner, receiver or custodian thereof that the partnership has dissolved; and (3) a joint venture, the written agreement of the principal parties thereto to dissolve the joint venture.

C. **Notice:** The Contractor shall promptly provide notice to the Authority of all information related to its merger, acquisition and/or dissolution.

D. **Assumption of the Duties of the Authority by a Successor Entity:** In the event the State Legislature enacts legislation creating an entity to succeed the Authority and to assume the debts, liabilities, obligations and contracts of the Authority, this Contract will automatically be imposed upon the successor entity without the need to obtain the prior consent, written or otherwise, of the Contractor.

V. **Mandatory Compliance with Law:** The Contractor's compliance with the legal requirements set forth in this paragraph as well as any other applicable laws, regulations or codes is mandatory and cannot be waived by the Authority. The list of laws, regulations and/or codes cited herein is not intended to be an exhaustive list and is available for review at the State Library, 155 West State Street, Trenton, New Jersey 08625.

A. **Corporate Authority:**

1. All New Jersey corporations must obtain a Certificate of Incorporation from the Office of the Secretary of State of New Jersey prior to conducting business in the State of New Jersey.

2. If a bidder is a corporation incorporated in a state other than New Jersey, the Contractor must obtain a Certificate of Authority to do business from the Office of the Secretary of State of New Jersey prior to receipt of the final contract award. Within seven (7) days of its receipt of a notice of intent to award, the successful bidder shall provide either a certification or notification of filing with the Secretary of State. Failure to comply may result in the Authority withdrawing the notice of intent to award.
3. If the bidder awarded the Contract is an individual, partnership or joint venture not residing in this State or a partnership organized under the laws of another state, then the bidder shall execute a power of attorney designating the Secretary of State as his true and lawful attorney for the sole purpose of receiving process in any civil action which may arise out of the performance of the Contract. The appointment of the Secretary of State shall be irrevocable and binding upon the bidder, his heirs, executors, administrators, successors and assigns. Within ten (10) days of receipt of this service, the Secretary of State shall forward same to the bidder at the address designated in the bidder's proposal.

B. Affirmative Action: During the performance of the Contract, the Contractor agrees to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27), as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.
3. The Contractor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority's contracting

officer, advising the labor union or worker's representative of the Contractor's commitments under the act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor agrees to comply with the regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.
5. The Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
6. The Contractor agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform to the principles of job-related testing, as established by applicable Federal law and applicable Federal court decisions.
8. The Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and conform with the applicable employment goals, consistent with the status and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
9. The Contractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the New Jersey Administrative Code (N.J.A.C. 17:27).

- C. Americans with Disabilities Act:** The Contractor shall abide by the provisions of the Americans with Disabilities Act, 42 U.S.C., Sec. 12101, et seq.
- D. Bidders Warranty:** By submitting a proposal in response to the RFP, the bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. The penalty for breach or violation of this provision may result in termination of the contract award without the Authority being liable for damages, costs and/or attorney fees or, in the Authority's discretion, a deduction from the Contract price or consideration the full amount or such commission, percentage, brokerage or contingent fee.
- E. Standards Prohibiting Conflicts of Interest:** The following prohibitions shall apply to all contracts made with the Authority.
1. No Contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any officer or employee of the State or the Authority, or special State officer or employee as defined in N.J.S.A. 52:13D-13b and e, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13f of any such officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
 2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by an officer or employee of the Authority from any State Bidder or Contractor shall be reported in writing forthwith by the vendor to the State Attorney General.
 3. No Contractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement express or implied, or sell any interest in such Contractor to any officer or employee of the Authority or special State officer or employee, or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.
 4. No Contractor shall influence, or attempt to influence or cause to be influenced any officer or employee of the Authority in his official capacity in any manner which might tend to impair the objectivity or independence or judgment of said officer or employee.

5. No Contractor shall cause or influence, or attempt to cause or influence, any officer or employee of the Authority to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Contractor or any other person.
6. It is agreed and understood that the Authority reserves the right to determine whether a conflict of interest or the appearance of a conflict of interest exists which would under State law adversely affect or would be contrary to the best interest of the Authority.

F. Business Registration:

1. All New Jersey and out of State Corporations must obtain a Business Registration Certificate (“BRC”) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.
2. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, shall be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder’s bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at www.state.nj.us/njbgs/services.html.
3. Before performing work under the Contract, all subcontractors of the Contractor must provide the Contractor proof of New Jersey business registration. The Contractor shall forward the business registration documents on to the Authority.

VI. Termination of the Contract Award: The Authority may terminate the contract award at any time during the duration of the Contract, without penalty, subject to the following provisions:

- A. For Convenience:** Where circumstances change and/or the needs of the Authority change, or the Contract is otherwise deemed by the Authority to no longer be in the public interest or the services of the Contractor are no longer desired by the Authority, the Authority may terminate the contract award upon no less than thirty (30) days notice to the Contractor. In the event of such a termination of the contract award, the Contractor shall furnish to the Authority, free of charge, such close-out reports as may reasonably be required.
- B. For Cause:**

1. Where a Contractor fails to perform or comply with the Contract, the Authority may terminate the contract award upon ten (10) days notice to the Contractor.
 2. The Authority's right to terminate the contract award for cause includes violation of state and federal law (as demonstrated by the Contractor's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the Contractor to fulfill its contractual obligations. The Authority may also terminate any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- C. Upon a termination of the contract award under this or any other paragraph herein, the Contractor shall be entitled to receive as full compensation for services rendered up to the date of termination for that portion of the fee which the services were actually and satisfactorily performed by it, as determined by the Authority, shall bear to the total services contemplated under the Contract, less payments previously made.
- D. Upon termination of the contract award, the Authority may acquire the services which are the subject of the Contract from another source and may charge the Contractor whose contract award has been terminated the difference in price, and the said Contractor shall be liable for same.

VII. Contractor Compensation: The Contractor shall submit invoices no more frequently than every 30 days. Supporting information containing specific details and proof of completion of the tasks and specific units completed shall be provided. Payment will not be made until the Authority has approved payment. All compliance documentation must be provided and invoices will not be paid until all documentation has been received by the Authority. Payment of the Contractor is subject to the availability and receipt of funds from the United States Department of Defense, Office of Economic Adjustment and is a material term and condition of this Contract. The Contract is subject to termination for convenience by the Authority, without penalty to the Authority, if funds from the United States Department of Defense, Office of Economic Adjustment are not available and/or received by the Authority or at any time during the duration of the Contract.

VIII. Insurance: The Contractor shall secure and maintain in force for the term of the Contract liability insurance as provided herein. The Contractor shall provide the Authority with current certificates of insurance for all coverages and renewals thereof, naming the Authority as an additional insured and shall contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after thirty (30) days written notice to:

Fort Monmouth Economic Revitalization Authority
Bruce Steadman, Executive Director
2-12 Corbett Way

Eatontown, New Jersey 07724

The insurance to be provided by the Contractor shall be as follows:

1. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the Authority, the State, its officers, and employees as additional insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

2. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

3. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE

\$1,000,000 DISEASE EACH EMPLOYEE

\$1,000,000 DISEASE AGGREGATE LIMIT.

IX. Notices: All notices required under the Contract shall be in writing and shall be validly and sufficiently served by the Authority upon the Contractor, and vice versa, if addressed and mailed by certified mail to the addressee set forth in the Contract. Notice to the Authority shall be mailed to the following address:

Mailing and Overnight Delivery Address:
Fort Monmouth Economic Revitalization Authority
2-12 Corbett Way
Eatontown, New Jersey 07724

X. Claims: All claims against the Authority by the Contractor concerning interpretation of the Contract, Contractor performance and /or termination of the contract award shall be subject to the New Jersey Tort Claims Act N.J.S.A. 59:1-1, et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

XI. Applicable Law: This Contract and any and all litigation arising there from or related thereto shall be governed by the applicable law, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

ATTACHMENT #6

COST PROPOSAL – FEE SCHEDULE FORMS

Fort Monmouth Economic Revitalization Authority

**DESIGN-BUILD SERVICES FOR RENOVATIONS TO BUILDING 502
COST PROPOSAL – FEE SCHEDULE FORM**

TASK	Total Labor Expense	Reimbursable/ Materials Expense	Total Cost
Design Tasks			
Build Tasks			
Project Management/Administrative Tasks			
Total			

Bidder's Name: _____

Bidder's Address: _____

Bidder's FEIN: _____

By signing below I certify that I am authorized to bind the bidder to the proposed fees stated above

By: _____

(Printed Name)

Date: _____